



## Section SF 1449 - CONTINUATION SHEET

LISTING EQUIPMENT**Equipment List For Calibration****LIST OF EQUIPMENT FOR WASTE TREATMENT PLANT**

Open Channel Flow Meter Fisher & Porter mdl US3200	1 each	
Residual Chlorine Analyzer Regal Smart Valv Series 7000	1 each	
D.O. Analyzer Rosemount 105B	4 each	
Circular Chart Recorder Chessel 10"	1 each	
Magnetic Flow Meter Sparling-Tiger Mag (Press)	1 each	
Doppler Flow Meter Dynasonic (Series 300) (EFF)	1 each	
Graphic Panel W/Indicators and Chlorination Systems	1 each	
C.S.I. Control Panel (digester & Press )	2 each	
Semplex Chemical Mix (Polymer) Model DB 16	1 each	
Dart Controls (Polymer Speed Control)	1 each	
R.D.P. Heat System Control center Thermo Blender Supplemental Heat Control Zone: (1)	1 each	
(2)		1 each
(3)		1 each
(4)		1 each
(5)		1 each
BDP Industries Press 1 Control Panel	1 each	
Press 2 Control Panel	1 each	
RDP Stabilization System Control Panel	1 each	
RDP Silo Level Control Panel/ Lime Truck Unloading	1 each	

US Drives Inc.  
Phoenix Model 0400-0150-NI-DF 4 each

## **LIST OF EQUIPMENT FOR WATER PLANT**

### **Control Room**

PH Monitors MDL# 1050a 2 each

Aquatrend Interface Networks  
MDL# 51200 3 each

Chemtrac Streaming Current Monitor  
MDL# SCM 2000, Dura-Trac Sensor 1 each

Chessell Chart Recorder  
MDL# 100-C5 2 each

Honeywell Chart Recorded 4 Pin  
MDL# Truline 1 each

Lesson Speed Masters  
MDL# 100dn-s-610 16e 2 each

Eagle Digital read Out Scales  
MDL# EL 2000 3 each

### **RAW WATER**

Fischer & Porter Transmitter  
MDL# 50DPF100 1 each

Hach Turbidity Meter  
MDL# 1720D 1 each

CL-17 Chlorine Analyzer  
MDL# CL-17 3 each

T.O.C. Analyzer  
MDL# 2000 1 each

### **CLEARWATER LEVEL**

Bailey-Fisher & Proter Transmitters  
MDL# AB-U-1500 9 each

**EVELATED TANKS**

RTU's Main Post, SOCOM, New Div, Old Div and Pump House MDL# 3305	5 each
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**NH3 FEED**

Fisher & Porter Regulators MDL# 700d1700c	1 each
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Fisher & Porter Chloramatic Pacing Valves MDL# 70cv2000	2 each
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Tox Alarm MDL# 5300	1 each
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**Filters 1-6**

Fisher & Porter Controllers MDL# 53mc5000	6 each
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Tong Electric Actuator MDL# tar-810-30-4	7 each
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Transmitter Bailey MDL# ptsddd122110100	13 each
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Turbidity Meters Hac MDL# 1720d	8 each
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PH Analyzer MDL# 1054a	1 each
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**FILTERS 1-7**

Controllers Honeywell MDL# UDC 3300	7 each
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Indicator Newport MDL# 205-pu3	14 each
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LOH & ROF Transmitters MDL# 1151dp4e22b3	14 each
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Turbidity Meters Hach MDL# 1720d	7 each
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**BASIN LEVELS**

Fischer & Porter Transmitter MDL# 50us300	2 each
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**SETTLED WATER**

Hach Turbidity Meters  
MDL# 1720d 5 each

**CL2 FEED SYSTEM**

Fisher & Porter Chlorinators Regulators  
MDL 17cd1700c 2 each

Fisher & Porter Chlorinators Valves  
MDL# 70cv2000 4 each

Eit Tox Alarm  
MDL# 5300 1 each

Hudrated Lime Slurry Feed System  
PRE & POST MDL# CHEMCO EQUIPMENT 1 each  
1- Silo Fill & inventory system  
2- Slurry make-down system  
3- Slurry pumping system

**Chlorine Scales**

Force Flow with Transmitters  
MDL# 405n1 2 each

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		4	Quarter (Time)		

Quarterly Maintenance of Equipment Water Plant  
FFP

Quarterly Maintenance of Equipment Water Plant for the time of 1 Oct, 03 - 3 Sept, 04. See attached listing of equipment. 1st Qtr (1 Oct - 31 Dec, 03), 2nd Qtr (1 Jan -31 Mar, 04), 3rd Qtr ( 1 Apr - 30 Jun, 04), and 4th Qtr (1 July - 30 Sept, 04). See Attached listing of equipment with model number. PG 23

PURCHASE REQUEST NUMBER: PWBOMA-3190-N004

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		2	Each		

Emergency Services Water Plant  
FFP

Emergency Services Water Plant for storm damage not covered above. Quote on hourly rate to include transportation costs to cover emergency services. The Gov't will fund this item as a not to exceed item at time of award to cover the cost of 2 each Emergency Services. "Notice To Supplier" This is a firm order ONLY if your price does not exceed the maximum line item or total price in the Schedule. Submit invoices to the Contracting Officer. If you cannot perform in exact accordance with this order, WITHHOLD PERFORMANCE and notify the contracting Officer immediately, giving your quotation.

PURCHASE REQUEST NUMBER: PWBOMA-3190-N004

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Parts and Materials Water Plant FFP Parts and Materials Water Plant. Contractor please provide commercial price list for parts, materials and discount that will be provided to gov't The Gov't will fund this item cost of parts and materials. PURCHASE REQUEST NUMBER: PWBOMA-3190-N004	1	Each		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Quarterly Maintenance of Equipment WWTP FFP Quarterly Maintenance of Equipment WWTP for the time period of 1 Oct, 03 -30 Sept, 04. 1st Qtr ( 1 Oct -31 Dec, 03), 2nd Qtr ( 1 Jan - 31 Mar, 04), 3rd Qtr ( 1 Apr- 30 Jun, 04), and 4th Qtr (1 July- 30 Sept, 04). See attached listing of equipment with Model numbers pg 23. PURCHASE REQUEST NUMBER: PWBOMA-3190-N004	4	Quarter (Time)		

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		2	Each		

Emergency Services WWTP  
FFP

Emergency Services WWTP for storm damage not covered above. Quote on hourly rate to include transportation costs to cover emergency services. The Gov't will fund this item as a Not To Exceed item at time of award to cover the cost of 2 each Emergency Services. "Notice To Supplier" This is a firm order ONLY if your price does not exceed the maximum line item or total price in the Schedule. Submit invoices to the Contracting Officer. If you cannot perform in exact accordance with this order, WITHHOLD PERFORMANCE and notify the Contracting Officer immediately, giving your quotation.

PURCHASE REQUEST NUMBER: PWBOMA-3190-N004

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006		1	Each		

Parts and Materials WWTP  
FFP

Parts and Materials WWTP. Contractor please provide commercial price list for parts, material and discount that will be provided to Gov't. The Gov't will fund this item cost of parts and material.

PURCHASE REQUEST NUMBER: PWBOMA-3190-N004

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NET AMT

FOB: Destination

#### CLAUSES INCORPORATED BY REFERENCE

52.212-1	Instructions to Offerors--Commercial Items	JUL 2003
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2002
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989



## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

## (a) Definitions.

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

## (d) Taxpayer Identification Number (TIN).

\_\_\_ TIN:\_\_\_\_\_

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

## (e) Type of organization.

\_\_\_ Sole proprietorship;

\_\_\_ Partnership;

\_\_\_ Corporate entity (not tax-exempt);

\_\_\_ Corporate entity (tax-exempt);

\_\_\_ Government entity (Federal, State, or local);

\_\_\_ Foreign government;

\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_ Other \_\_\_\_\_

(f) Common parent.

\_\_\_ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

\_\_\_ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of provision)

#### 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 99)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

(1) Company name.

(2) Company address.

(3) Company telephone number.

(4) Line of business.

(5) Chief executive officer/key manager.

(6) Date the company was started.

(7) Number of people employed by the company.

(8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

(End of provision)

## 52.212-2 EVALUATION--COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers: Quotes will be evaluated as to Price and Past Performance.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of clause)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JUN 2003)  
ALTERNATE I (APR 2002)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

\_\_\_ TIN:-----

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

\_\_\_ Sole proprietorship;

\_\_\_ Partnership;

- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other-----

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, ( ) is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it ( ) is, ( ) is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

\_\_\_ 50 or fewer \_\_\_ \$1 million or less

\_\_\_ 51 - 100 \_\_\_ \$1,000,001 - \$2 million

\_\_\_ 101 - 250 \_\_\_ \$2,000,001 - \$3.5 million

\_\_\_ 251 - 500 \_\_\_ \$3,500,001 - \$5 million

\_\_\_ 501 - 750 \_\_\_ \$5,000,001 - \$10 million

\_\_\_ 751 - 1,000 \_\_\_ \$10,000,001 - \$17 million

\_\_\_ Over 1,000 \_\_\_ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It ( ) is, ( ) is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more

individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ( ) has, ( ) (has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.)

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) (The offeror shall check the category in which its ownership falls):

\_\_\_\_Black American.

\_\_\_\_Hispanic American.

\_\_\_\_Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_\_Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_Individual/concern, other than one of the preceding.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It ( ) has, ( ) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It ( ) has, ( ) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It ( ) has developed and has on file, ( ) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act--Balance of Payments Program Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms ``component," ``domestic end product," ``end product," ``foreign end product," and ``United States" are defined in the clause of this solicitation entitled ``Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act":



NAFTA Country or Israeli End Products

Line Item No.:-----  
Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:-----  
Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (May 2002). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian End Products:

Line Item No.  
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(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (May 2002). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms ``component," ``domestic end product," ``end product," ``foreign end product," and ``United States" are defined in the clause of this solicitation entitled ``Buy American Act--North American Free Trade Agreement--Israeli Trade Act."

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.

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Country of Origin

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(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ( ) Are, ( ) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ( ) Have, ( ) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ( ) Are, ( ) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

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Listed Countries of Origin

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(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

( ) (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

( ) (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

#### 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2003)

(a) The Contractor shall comply with the following Federal **Acquisition Regulation** (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).

\_\_\_ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).

\_\_\_\_(4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

\_\_\_\_(ii) Alternate I (MAR 1999) to 52.219-5.

\_\_\_\_(iii) Alternate II to (JUNE 2003) 52.219-5.

XX(5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-6.

\_\_\_\_ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

\_\_\_\_ (ii) Alternate I (OCT 1995) of 52.219-7.

\_\_\_\_ (7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).

\_\_\_\_ (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).

\_\_\_\_ (ii) Alternate I (OCT 2001) of 52.219-9.

\_\_\_\_(iii) Alternate II (OCT 2001) of 52.219-9.

\_\_\_\_ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

\_\_\_\_ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

\_\_\_\_ (ii) Alternate I (JUNE 2003) of 52.219-23.

\_\_\_\_ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_\_ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_\_ (13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

\_\_\_\_ (14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (SEP 2002) (E.O. 13126).

XX (15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

XX (16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

XX\_ (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

XX\_ (18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

XX\_ (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

\_\_\_\_ (20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

\_\_\_\_ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

\_\_\_\_ (21) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

\_\_\_\_ (22)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (JUNE 2003) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

\_\_\_\_ (ii) Alternate I (MAY 2002) of 52.225-3.

\_\_\_\_ (iii) Alternate II (MAY 2002) of 52.225-3.

\_\_\_\_ (23) 52.225-5, Trade Agreements (JUNE 2003) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_\_\_\_ (24) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2003) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

\_\_\_\_ (25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

\_\_\_\_ (26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

\_\_\_\_ (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_\_ (28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

XX (29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

\_\_\_\_ (30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

XX\_ (31) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

\_\_\_\_ (32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

\_\_\_\_ (33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

\_\_\_\_ (ii) Alternate I (APR 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

\_\_\_\_ (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

\_\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to PreDecemberessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **221310**.

(2) The small business size standard is **\$6.0 Million** in average annual receipts over the preceding three Fiscal years.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:\_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)



## 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class Monetary Wage-Fringe Benefits

(End of clause)

## 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

## 252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (APR 2003)

(a) Definitions. Domestic end product, foreign end product, qualifying country, and qualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government--

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that--

(i) Each end product, except those listed in paragraph (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

-----  
(Line Item Number Country of Origin)

-----  
 (Country of Origin)

(3) The following end products are other foreign end products:

-----  
 (Line Item Number)

-----  
 (Country of Origin) (If known)

(End of provision)

252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (APR 2003)

(a) Definitions. As used in this clause--

(1) Component means an article, material, or supply incorporated directly into an end product.

(2) Domestic end product means--

(i) An unmanufactured end product that has been mined or produced in the United States; or

(ii) An end product manufactured in the United States if the cost of its qualifying country components and its components that are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. The cost of components includes transportation costs to the place of incorporation into the end product and U.S. duty (whether or not a duty-free entry certificate is issued). Scrap generated, collected, and prepared for processing in the United States is considered domestic. A component is considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind for which the Government has determined that--

(A) Sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States; or

(B) It is inconsistent with the public interest to apply the restrictions of the Buy American Act.

(3) End product means those articles, materials, and supplies to be acquired under this contract for public use.

(4) Foreign end product means an end product other than a domestic end product.

(5) Qualifying country means any country set forth in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement.

(6) Qualifying country component means a component mined, produced, or manufactured in a qualifying country.

(7) Qualifying country end product means--

(i) An unmanufactured end product mined or produced in a qualifying country; or

(ii) An end product manufactured in a qualifying country if the cost of the following types of components exceeds 50 percent of the cost of all its components:

(A) Components mined, produced, or manufactured in a qualifying country.

(B) Components mined, produced, or manufactured in the United States.

(C) Components of foreign origin of a class or kind for which the Government has determined that sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States.

(b) This clause implements the Buy American Act (41 U.S.C. Section 10a-d). Unless otherwise specified, this clause applies to all line items in the contract.

(c) The Contractor shall deliver only domestic end products unless, in its offer, it specified delivery of other end products in the Buy American Act--Balance of Payments Program Certificate provision of the solicitation. If the Contractor certified in its offer that it will deliver a qualifying country end product, the Contractor shall deliver a qualifying country end product or, at the Contractor's option, a domestic end product.

(d) The contract price does not include duty for end products or components for which the Contractor will claim duty-free entry.

(End of clause)

#### 252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (APR 2003)

(a) Definition. Qualifying country, as used in this clause, means any country set forth in subsection 225.872-1 of the Defense Federal Acquisition Regulation (FAR) Supplement.

(b) Subject to the restrictions in section 225.872 of the Defense FAR Supplement, the Contractor shall not preclude qualifying country sources or U.S. sources from competing for subcontracts under this contract.

(End of clause)

#### SCOPE OF WORK

**THIS REQUIREMENT IS SET ASIDE FOR SMALL BUSINESS CONCERNS ONLY.**

THE NORTH AMERICAN INDUSTRY CLASSIFICATION (NAICS) CODE FOR THIS ACQUISITION IS **221310**.

THE SMALL BUSINESS SIZE STANDARD IS FOR THE FIRM TO HAVE EARNED NO MORE THAN **\$6,000,000.00** DURING THE PRECEDING THREE (3) FISCAL YEARS.

**EVALUATION FACTORS:** Quotes will be evaluated as to Price and Past Performance.

Past Performance - Acceptable past performance will be based on evidence that the contractor has satisfactorily completed the same or similar work on schedule. See FAR Clause 52.0000-4023 titled "PREAWARD DATA".

**Central Contractor Registration (CCR)** - Effective 1 June 1998, all contractors receiving Department of Defense (DoD) contract awards must be registered.

**BASIS FOR AWARD:** Award will be made to the responsible Central Contractor Registered HUBZone small business whose price and past performance represents the best overall value to the Government.

The estimated price for this project is between \$25,000.00 and \$100,000.00.

**6. Vehicle Registration:** The Contractor shall fully comply with the vehicle registration requirements regarding contractor-owned and contractor employee privately-owned vehicles (POVs) as set forth in Fort Bragg Regulation 190-5. This regulation can be found at [http://www.bragg.army.mil/16MP/vehicle\\_registration\\_information.htm](http://www.bragg.army.mil/16MP/vehicle_registration_information.htm). Any questions regarding this regulation can be directed to 910-432-8193. Please be advised that Contractor vehicles and contractor employee POVs will be searched if the appropriate passes/decals are not displayed when entering Fort Bragg Access Control Points (ACPs). All vehicles, including those with passes/decals, are subject to random search at any time.

## **MAINTENANCE AND CALIBRATION OF INSTRUMENTATION OF EQUIPMENT AT WASTE WATER TREATMENT PLANT AND WATER PLANT**

**1. GENERAL:** The Contractor shall furnish all labor, parts, materials, equipment and transportation necessary to perform quarterly maintenance and calibration of all components pertaining to the Government Owned Instrumentation to insure that the instruments are fully operational and functional as to their design and intended purpose, at Fort Bragg, North Carolina. Contractor shall have sufficient number of qualified and experienced personnel to perform the requirements of this contract.

**1.2 BACKGROUND INFORMATION:** See Technical Exhibit 1 for component list.

### **1.3 PERSONNEL:**

**1.3.1 Contract Manager.** The Contractor shall provide a contract manager who shall be responsible for the performance of the work. The name of this person and an alternate(s) who shall act for the contractor when the manager is absent shall be designated in writing to the Contracting Officer.

**1.3.1.1** The contract manager or alternate shall be available during normal duty hours within one hour to meet on the installation with government personnel designated by the contracting officer to discuss problem areas. After normal duty hours the manager or designated alternate shall be available within 2 hours.

**1.3.1.2** The contract manager and alternate(s) must be able to read, write, speak and understand English.

**1.3.2 Employees:** The Government has the right to restrict the employment under the contract of any contractor employee, or prospective contractor employee who is identified as a potential threat to the health, safety, security, general well being or operational mission of the installation and its population?

**1.3.2.1** Contractor personnel shall wear distinctive clothing bearing the company's name, and wear an identification badge displaying the company's name (optional), employee's name, description (color hair and eyes, weight, height), title and a picture of the employee clearly displayed at all times while working at Ft. Bragg. Is responsible for the supervision and conduct of his employees. Provide a record check from local law enforcement on his personnel that are to work on Ft. Bragg. Results of these checks shall be submitted to COR 10 days after award of contract.

**1.3.2.2** The Contractor shall not employ any person who is an employee of the United States Government if the employment of that person would create a conflict of interest nor shall the contractor employ any person who is an employee of the Department of the Army, either military or civilian, unless such person seeks and receives approval in accordance with Department of the Army Standards of Ethical Conduct Rules. In addition, the contractor shall not employ any person who is an employee of the Department of the Army if such employment would be contrary to DA policies.

**1.3.2.3** The Contractor is cautioned that off duty activity military personnel hired under this contract may be subject to permanent change of station (PCS), change in duty hours or deployment. Their absence at any time shall not constitute an excuse for nonperformance under this contract.

**1.3.2.4** Contractor's employees shall comply with all safety requirements, in accordance with AR 385-32, OSHA and EM 385-1-1.

**1.3.2.5** All personnel employed by the Contractor in the performance of this contract, or any representative of the Contractor entering the Government reservation, shall abide by all the regulations of the installation, which may be in effect during the contract period. A list of personnel must be submitted, to the COR, prior to the contract start date.

#### **1.4 QUALITY CONTROL:**

**1.4.1** The Contractor shall establish and maintain a complete Quality Control Plan to ensure the requirements of the contract are provided as specified. One copy of the contractor's Quality Control Plan shall be provided to the Contracting Officer not later than the pre performance conference. An updated copy must be provided to the Contracting Officer on the contract start date and as changes occur.

**1.4.2** The plan shall describe the method(s) for identifying and preventing defects in the quality of service performed before the level of performance becomes unacceptable.

#### **1.5 QUALITY ASSURANCE.**

**1.5.1** The Government will evaluate the contractor's performance under this contract. The government will record all surveillance observations. When an observation indicates defective performance, the contractor shall initial the COR's observation.

**1.5.2** Performance Evaluation Meetings. The supervisor may be required to meet monthly with the Contracting Officer Representative (COR) and the contracting officer during the first quarter of the contract. Meeting will be as often as necessary thereafter as determined by the contracting officer.

However, if the contractor requests, a meeting will be held whenever a Contract Discrepancy Report is issued. The written minutes of these meetings shall be signed by the contractor's supervisor, contracting officer and COR. Should the contractor not concur with the minutes, the contractor shall so state any areas of non-concurrence in writing to the contracting officer within seven days of receipt of the signed minutes.

**1.6 HOURS OF OPERATION:** The Contractor shall perform quarterly maintenance and calibration as prescribed.

**1.6.1** The Contractor shall provide emergency repair service 24 hours a day, 7 days per week, upon receipt of oral or written notification of equipment failure or improper functioning of instruments.

**1.6.2** The Contractor shall accomplish quarterly maintenance and calibration between the hours of 7:30 a.m. and 4:00 p.m., Monday through Friday. The Contractor shall coordinate a time with the COR, for the system to be serviced.

**1.7 CONSERVATION OF UTILITIES:** The Contractor shall instruct employees in utilities conservation practices. The Contractor shall be responsible for operating under conditions, which preclude the waste of utilities, which shall include:

**1.7.1** Lights shall be used only in areas where and when work is actually being performed.

**1.7.2** The workers shall not adjust mechanical equipment controls for heating, ventilation and air conditioning systems.

**1.7.3** Water faucets or valves shall be turned off after the required usage has been accomplished.

**1.8 SAFETY REQUIREMENTS:** In order to provide safety control and for avoidance of work interruptions in the performance of this contract. The Contractor shall comply with OSHA and all pertinent provisions of the publication 29 CFR 1910 and EM 385-1-1.

**1.8.1** Reporting of Fire and Safety Hazards. Train his personnel to recognize fire and safety hazards and encourage personnel in the performance of their duties to report fire and safety hazards and unsafe conditions to their supervisor and to the facility manager/or call Fire Dept on Ft Bragg (911) or 396-8121. Take corrective action to remedy reported deficiencies in accordance with the terms of this contract. The COR shall be notified of deficiencies beyond the terms of this contract.

**1.8.2** Environment and OSHA. Comply with all local, State and Federal environmental and occupational safety laws, rules and regulations. Any apparent conflict between compliance with such local, State and Federal laws, rules and regulations, and compliance with the requirements of the contract shall be immediately brought to the attention of the Contracting Officer or his authorized representative for final resolution. Notify the Contracting Officer or his authorized representative in writing in addition to any verbal notification of such conflicts. Have verbal notification of such conflicts. Be liable for all fines, penalties, and costs, which result from violations of, or failure to comply with, all such local, State, or Federal laws, rules and regulations. All unsafe acts or conditions fostered by the Contractor or Contractor personnel may be grounds for the Contracting Officer or his authorized representative to halt any and all

Contractor performance with a commensurate deduction of monies due the Contractor until such unsafe conditions are corrected. The Contractor shall take due caution not to endanger personnel during performance of this contract.

**1.8.3 Equipment Safety.** All equipment used under this contract will be inspected by the COR prior to its use. If the equipment is at any time deemed unsafe or unserviceable by the COR, the Contractor shall remove equipment from the area immediately and have it repaired to a safe and operable condition. Furnish a list of all equipment used in performance of this contract upon request by the COR or Contracting Officer. The Government does not assume and hereby specifically disavows any duty to inspect the equipment in order to assure safe operation. The Contractor or subcontractor(s) at any tier are at all times responsible for assuring equipment is in a safe, responsible manner. In all cases ensure any equipment used in the performance of this contract is in a safe and serviceable condition.

#### **1.8.4 Personnel Safety.**

**1.8.4.1** Perform work requirements in a manner to protect occupants and property within the area from any harm or injury. Work shall be scheduled to afford this protection. Operations, especially before a weekend; shall be arranged so that all areas are left in a condition that would not jeopardize the occupants or the Contractor. Contractor shall provide safety barriers or tape to show work area, if necessary.

**1.8.4.2** Immediately correct all safety deficiencies upon findings or notification of the deficiencies by the contractor personnel, the Contracting Officer/COR, and shall notify the Contracting Officer/COR of the corrective action to be taken. Such notice when delivered to the Contractor or his representative at the site of work shall be deemed sufficient to this purpose.

**1.8.4.3** Not leave equipment unattended while in use or unsecured while at the work site.

#### **1.9.5 Accident Protection and Emergency Medical Treatment.**

**1.8.5.1** Have competent personnel trained and capable of dealing with minor personnel injuries. In addition to this, each crew of workers shall be provided with first aid kits complying with the OSHA and other Federal and State requirements to care for minor injuries normally sustained in the maintenance and repair industry.

**1.8.5.2** All work crews, office personnel and the COR shall be provided with information pertaining to the Contractor's arrangement for emergency medical treatment. This information shall include the following:

Local Hospital:	Name:	Phone No:
Local Ambulance:	Name:	Phone No:
Local Doctor:	Name:	Phone No:

## **2. DEFINITIONS**

### **1.9 STANDARD DEFINITIONS.**

**1.9.1 Contracting Officer.** A person duly appointed with the authority to enter into and administer contracts on behalf of the Government.

**1.9.2 Contracting Officer Representative (COR):** An individual designated by the contracting officer to act as his representative to assist in administering a contract. The source and authority for a COR is the Contracting Officer and limitations of a COR are contained in written letter of designation.

**1.9.3 Customer Complaint.** A means of documenting certain kinds of contract service problems. A Government program that is explained to every organization that receives services under this contract which is used to evaluate a contractor's performance.

**1.9.4 Defective Service.** A service output that does not meet the standard of performance associated with it in the Performance Requirements Summary (PRS).

**1.9.5 Government Property.** All property owned by or leased to the Government or acquired by the Government under the terms of the contract. Government property includes both Government-furnished property and contractor acquired property as defined in FAR 45.101.

**1.9.6 Lot.** The total number of service outputs in a surveillance period, as defined in the Performance Requirements column of the Performance Requirements Summary (PRS).

**1.9.7 Performance Requirement.** The point that divides acceptable and unacceptable performance. In the case of surveillance by random sampling, the performance requirement is the maximum number of defectives in the random sample chosen that may occur before the government will effect the price computation system in accordance with the Performance Requirements Summary and the Inspection of Services clause. When the method of surveillance is other than random sampling, the performance requirement is the number of defectives or maximum percent defective in the lot before the government will effect the price computation system in accordance with the Performance Requirements Summary and the Inspection of Services Clause.

**1.9.8 Performance Requirements Summary (PRS).** Identifies the key service outputs of the contract that will be evaluated by the government to assure contract performance the contractor meets standards.

**1.9.9 Quality Assurance.** Those actions taken by the Government to assure services meet the requirements of the Performance Work Statement (PWS) and all other service outputs.

**1.9.10 Quality Assurance Evaluator (QEA).** A government person responsible for surveillance of contractor performance.

**1.9.11 Quality Assurance Surveillance Plan (QASP).** An organized written document used for quality assurance surveillance. The document contains specific methods to perform surveillance of the contractor.

**1.9.12 Quality Control.** Those actions taken by a contractor to control the performance of services so that they meet the requirements of the PWS.



**1.9.13 Random Sampling.** A sampling method in which each service output in a lot has an equal chance of being selected.

**1.9.14 Sample.** A sample consists of one or more service outputs drawn from a lot. The number of outputs in the sample is the sample.

**1.9.15 Sampling Guide.** The part of the surveillance plan contains all the information needed to perform surveillance of the service output(s) by the random sampling method of surveillance.

## **2.0 TECHNICAL DEFINITIONS PECULAIR TO THIS PWS.**

**2.1. Equipment.** Items utilized in the performance of work.

**2.1.2 Facility.** Building or office – Real Property.

**2.1.3 Job.** Complete execution of the work as required by the plan specifications including the furnishing of all labor, materials, tools and equipment.

**2.1.4 Maintenance.** Any action taken to keep equipment and/or real property in a serviceable condition or to restore it to its original intended purpose when it is unserviceable. Maintenance of equipment includes, but not limited to, inspecting, servicing, testing, and calibration, replacing and repairing.

**2.1.5 Repair.** To restore an item to a serviceable condition through correction of a specific failure or unserviceable condition. This includes, but is not limited to, inspecting, cleaning, adjusting, replacing, and calibrating.

## **2.2 ABBREVIATIONS:**

ANSI	American National Safety Institute
AR	Army Regulations
COR	Contract Officer Representative
DA	Department of the Army
EM	Engineers Manual
FAR	Federal Acquisition Regulation
IAW	In Accordance With
NFPA	National Fire Protection Association
OSHA	Occupation Safety and Health Act
POC	Point of Contact
PWBC	Public Works Business Center

## **3. GOVERNMENT FURNISHED SERVICES.**

**3.1 Utilities.** (Electricity and Water)

**3.2 Emergency Medical Service.** Medical services for Contractor personnel are the responsibility of the Contractor. However, on an emergency basis, the Government will provide medical services for job

related injuries while an employee is performing under this contract. Such emergency medical care will be limited to those services necessary to prevent undue suffering or loss of life and will be provided only during the period of the emergency. In such circumstances, action shall be taken by the Contractor to transfer employees of the Contractor to a health care facility as soon as the emergency period ends. The Contractor shall reimburse the Government for emergency medical services provided upon receipt of invoice from the medical facility. Medical facilities are located at Womack Army Medical Center, Fort Bragg, North Carolina.

#### **4. CONTRACTOR FURNISHED ITEMS AND SERVICES.**

**4.1** General. Except for those items or services specifically stated to be government furnished in Section C-3, the contractor shall furnish everything required to perform this performance work statement.

**4.2** The Contractor's vehicle(s) shall prominently display the company logo and telephone number on the outside of all vehicles.

#### **5. SPECIFIC TASKS.**

**5.1** The Contractor shall perform maintenance and calibration as follows: Not less than once each quarter, the equipment shall be inspected, tested, cleaned, calibrated and if required repaired. Any failure in the equipment shall be corrected immediately by adjustment, repair or replacement of any and all defective or failed components or parts of the system in order to bring the equipment to a fully operational condition.

**5.2** Calibration of equipment. Once equipment has been calibrated, Contractor shall tag each piece of equipment with date and technicians signature.

**5.3** Emergency Services: The Contractor shall provide emergency repair service 24 hours a day, 7 days a week, Saturdays, Sundays and Government holidays inclusive, upon receipt of oral or written notification of equipment failure or improper functioning of components or parts regardless of cause. The Contractor shall respond to all calls with experienced, qualified technicians within 2 hours of notification, and complete all required repairs and/or adjustments to make the equipment completely operational within the shortest, most reasonable time possible, by the most expedient method available, not to exceed 8 hours after notification without approval of the Contracting Officer or COR. More time may be allowed only when there are delays due to circumstances beyond the contractors control, i.e., severity of damage to equipment acquisition of special parts, non-accessibility to the equipment, etc. Notification to the Contractor may be by the Contracting Officer or COR or other authorized persons of the using service or others as designated by the Contracting Officer. If the equipment cannot be repaired within 4 hours after response has been made, the Contractor shall immediately notify the COR. Phone numbers for contacting these individuals after normal duty hours, weekends and holidays shall be furnished to the Contractor after contract award. Every effort shall be made to restore the equipment to normal operation in the shortest time. The duty officer or other responsible person at the site of the equipment shall be notified by the Contractor of the estimated time required to service, adjust and restore normal operation of the equipment after an initial inspection has been made by the service technician. The Contractor shall immediately notify the COR if the equipment or any component must be removed to the Contractors site or other location for repairs prior to its removal. The service technician shall notify the responsible person at the

site of the equipment and the COR if they have been contacted, when the equipment has been repaired and fully operational again, prior to departing the site.

**5.4** The Contractor shall submit a maintenance schedule to the COR, 15 days prior to beginning each quarterly scheduled maintenance. The schedule shall show the location of the system and the date the system is scheduled. First quarter's schedule shall be submitted within 10 days after contract award.

**5.5** Any major delays or potential problems incurred by the Contractor during the performance of this contract shall be immediately brought to the attention of the COR at the time of occurrence if during normal duty hours (7:30 a.m. – 4:00 p.m. Monday through Friday). After normal duty hours, on weekends or holidays, the Contractor shall notify the COR immediately on the next normal working day. Equipment shall not be down longer than one working day.

**5.6** The Contractor shall immediately notify the COR of any equipment replaced, or removed for repairs during the term of this contract, to include serial numbers if applicable. The Contractor Shall provide a written receipt for any equipment removed from site to the using activity. Removed equipment shall be returned and replaced upon completion of repair. Any items removed or replaced from service shall be turned in to the COR.

**5.7 CLEANUP:** The Contractor shall remove all trash, debris, or surplus materials from the job site at the end of each work day and shall leave the job site clean of all debris when all work is completed. Contractor shall maintain a clean and safe working environment at all times.

**5.8 REPORTS AND FORMS:** The Contractor may utilize the same type form for use in providing the Maintenance Report and Emergency Repair Service Report, providing that all the information required for each of the reports is listed. They shall be two separate reports. The form used as the Maintenance Report and Emergency Repair Form may be the same form, providing the form furnishes all required information for each type work and can be separately identified and separately numbered in sequence for each type work. The Contractor shall provide the following reports:

**5.8.1 Maintenance Report:** The Contractor shall provide to the COR a combined report of all maintenance work performed during the quarter, showing the date, time maintenance was started and completed, and location of the system where work was performed, to include Contract Line Item Number (CLIN), building number, any signs of tampering, and the findings of the systems' condition. The maintenance form shall also include the name and signature of the service technician performing the maintenance, date of service, time of arrival and time of departure. The Contractor shall have the Facility Manager or authorized representative sign the contractor's form upon completion of the maintenance service. This report is due to the COR within the first 5 work days of the month following the month in which the work was performed. Report Form shall be of the Contractor's design.

**5.8.2 Emergency Repair Report:** The Contractor shall provide to the COR an Emergency Repair Report on each service call received during the month in the first 5 workdays of the month following the month that the work was performed. The report shall include the date, and time the call was received, CLIN, nature of the call, the response time, time of completion, requestor's name, location of the system, to include building number, the fault with the system and the work performed to bring the system back to operation. This shall include a list of any parts and components used in the repair of the system. The

Emergency Repair report shall include the date of the service, time of receipt, time of arrival, time of departure and the name and signature of the service technician or technicians performing the repairs. The Contractor shall have the facility manager for the area, or their responsible representative, sign the emergency repair order when the system is returned to full operation and all work has been completed. The Contractor shall be required to submit, a negative report if no emergency calls were received during the month. The Contractor shall forward a copy of any work orders to the COR, within 24 hours, for any emergency repairs that were required as a result of damages caused by other than fair wear and tear. Report Form shall be of the Contractor's design.

**6. INVOICES:** Invoice's should be sent to Public Works Business Center, ATTN: Vern Manuel, Service Contracts Office, Fort Bragg, North Carolina 28310-5000, for the purpose of receiving reports.

**6.1** Price shall include travel, mileage, labor, and expenses and test equipment to perform the services.

**6.2** Spare parts and factory/repair/replacement of equipment shall be billed separately.

**7. APPLICABLE PUBLICATIONS AND FORMS: Publications** and forms applicable to this Performance Work Statement are listed below. The publications and forms have been coded as mandatory or advisory. The Contractor is obligated to follow those publications and use those forms coded as mandatory to the extent (that is, a specific procedure in a paragraph, section, chapter or volume) specified in the Performance Work Statement. Those publications or use of those forms advisory shall guide the Contractor to the extent necessary to accomplish requirements in the Performance Work Statement. The Government will maintain all listed publications. Supplements of amendments to listed publications from any organizational level may be issued during the life of the contract. The Contractor shall immediately implement those changes in publications, which result in a decrease, or no change in the contract. The Contractor shall submit to the Administrative Contracting Officer (ACO) a price proposal within 30 calendar days from the date the contractor receives notice of the revision, supplement, or amendment giving rise to the increase in cost of performance. Prior to implementing any such revision, supplement, or amendment that will result in an increase in the contract price, the contractor shall submit to the Administrative Contracting Officer (ACO) a price proposal and obtain the prior approval of the ACO. Said price proposal shall be submitted within 30 calendar days from the date the contractor receives notice of the revision, supplement, or amendment giving rise to the increase in cost of performance. Changes in the contract price due to supplements and amendments shall be considered under the "Changes" Clause. Failure of the contractor to submit a price proposal within 30 calendar days from the date of receipt of any change shall entitle the government to performance in accordance with such change at no increase in price.

**7.1** Supply of Publications and Regulations. The Contractor shall request additional Government publications and regulations from the Contracting Officer on Forms supplied by the Government. The Contractor at no expense shall provide commercial publications necessary for the performance of this contract to the Government.

**7.1.2** Applicable Publications and Regulations.

NUMBER	DATED	DESCRIPTION	MANDATORY	ADVISORY
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AR385-1 FEB 89 Army Safety Program X

EM-385-1-1 Oct 92 Safety and Health x  
Requirements Manual

### **PAYMENT OPTIONS:**

**SELECT ONE OF THE PAYMENT OPTIONS (Circle One)**

**(1) GOVERNMENT PURCHASE CARD ( VISA) PURCHASE CARD**

**(2) DFAS (ELECTRONIC FUNDS TRANSFER)**

**IF THE DD FORM 250 IS USED FOR THE RECEIVING REPORT FOR PROCESSING TO THE DFAS: NOTE!  
THE ONLY VERSION OF THE DD 250 DFAS WILL ACCEPT IS THE  
FORM DATED AUGUST 2000...**

In Addition to completing Blocks one (1) through twenty-two (22) of the DD Form 250 the following information shall be added in Block 23:

**Address and Telephone Number of Authorized Government Representative.**

**COMPLETED RECEIVING REPORT SHALL BE FORWARDED TO THE DFAS IDENTIFIED IN BLOCK 15 WITHIN FIVE (5) BUSINESS DAYS AFTER RECEIPT OF ITEM(S) ORDERED. IF THE RECEIVING REPORT IS NOT RECEIVED BY THE PAYING DFAS IN A TIMELY MANNER, AND COMPLETED CORRECTLY, THE REQUIRING ACTIVITY MAY BE RESPONSIBLE FOR PAYMENT OF AN INTEREST PENALTY.**

QUESTIONS PERTAINING TO THE COMPLETION OF THE RECEIVING REPORT MAY BE ADDRESSED TO:  
BEVERLYN D. CRAWFORD, PH: 910-396-4897, (Fax) 910-396-7527 e-mail: [CRAWFORDBN@BRAGG.ARMY.MIL](mailto:CRAWFORDBN@BRAGG.ARMY.MIL)

**DEPARTMENT OF LABOR WAGE DETERMINATION GENERAL DECISION NO. NC020032 IS APPLICABLE.  
(Reference: <http://www.ceals.usace.army.mil/netahtml/wage.html>)**

### **WAGE DETERMINATION**

WAGE DETERMINATION NO: 94-2393 REV (25) AREA: NC,FAYETTEVILLE  
REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR  
\*\*\*FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL\*\*\*  
WASHINGTON D.C. 20210

| Wage Determination No.: 1994-2393

William W.Gross      Division of      Revision No.: 25  
 Director      Wage Determinations|      Date Of Last Revision: 05/30/2003

States: **North Carolina**, South Carolina

Area: **North Carolina** Counties of Beaufort, Bladen, Brunswick, Carteret, Columbus, Craven, Cumberland, Dare, Duplin, Greene, Harnett, Hoke, Hyde, Johnston, Jones, Lee, Lenoir, Martin, Moore, New Hanover, Onslow, Pamlico, Pender, Pitt, Richmond, Robeson, Sampson, Scotland, Tyrrell, Washington, Wayne, Wilson  
 South Carolina Counties of Dillon, Horry, Marion, Marlboro

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	9.70
01012 - Accounting Clerk II	11.43
01013 - Accounting Clerk III	14.00
01014 - Accounting Clerk IV	15.65
01030 - Court Reporter	12.58
01050 - Dispatcher, Motor Vehicle	13.93
01060 - Document Preparation Clerk	10.02
01070 - Messenger (Courier)	7.69
01090 - Duplicating Machine Operator	10.02
01110 - Film/Tape Librarian	9.51
01115 - General Clerk I	7.75
01116 - General Clerk II	8.74
01117 - General Clerk III	9.53
01118 - General Clerk IV	10.69
01120 - Housing Referral Assistant	17.23
01131 - Key Entry Operator I	9.69
01132 - Key Entry Operator II	10.55
01191 - Order Clerk I	9.84
01192 - Order Clerk II	10.74
01261 - Personnel Assistant (Employment) I	9.30
01262 - Personnel Assistant (Employment) II	10.44
01263 - Personnel Assistant (Employment) III	12.20
01264 - Personnel Assistant (Employment) IV	15.79
01270 - Production Control Clerk	13.60
01290 - Rental Clerk	9.33
01300 - Scheduler, Maintenance	10.35
01311 - Secretary I	10.35
01312 - Secretary II	13.31
01313 - Secretary III	16.50
01314 - Secretary IV	18.33
01315 - Secretary V	20.28
01320 - Service Order Dispatcher	9.84
01341 - Stenographer I	8.71
01342 - Stenographer II	9.79
01400 - Supply Technician	19.14
01420 - Survey Worker (Interviewer)	11.57
01460 - Switchboard Operator-Receptionist	9.08
01510 - Test Examiner	13.31
01520 - Test Proctor	13.31
01531 - Travel Clerk I	9.39
01532 - Travel Clerk II	10.03
01533 - Travel Clerk III	10.71
01611 - Word Processor I	10.02
01612 - Word Processor II	11.25
01613 - Word Processor III	13.16
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	11.89
03041 - Computer Operator I	12.61
03042 - Computer Operator II	14.55
03043 - Computer Operator III	17.66
03044 - Computer Operator IV	18.22
03045 - Computer Operator V	20.18

03071 - Computer Programmer I (1)	14.13
03072 - Computer Programmer II (1)	17.40
03073 - Computer Programmer III (1)	20.79
03074 - Computer Programmer IV (1)	23.68
03101 - Computer Systems Analyst I (1)	19.95
03102 - Computer Systems Analyst II (1)	23.88
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	12.38
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	17.32
05010 - Automotive Glass Installer	13.57
05040 - Automotive Worker	13.57
05070 - Electrician, Automotive	15.06
05100 - Mobile Equipment Servicer	12.09
05130 - Motor Equipment Metal Mechanic	15.06
05160 - Motor Equipment Metal Worker	13.57
05190 - Motor Vehicle Mechanic	15.06
05220 - Motor Vehicle Mechanic Helper	11.33
05250 - Motor Vehicle Upholstery Worker	13.57
05280 - Motor Vehicle Wrecker	13.57
05310 - Painter, Automotive	14.52
05340 - Radiator Repair Specialist	13.57
05370 - Tire Repairer	11.68
05400 - Transmission Repair Specialist	15.06
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	8.48
07010 - Baker	13.08
07041 - Cook I	11.58
07042 - Cook II	13.08
07070 - Dishwasher	8.48
07130 - Meat Cutter	13.08
07250 - Waiter/Waitress	9.32
09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	16.24
09040 - Furniture Handler	10.92
09070 - Furniture Refinisher	16.24
09100 - Furniture Refinisher Helper	12.70
09110 - Furniture Repairer, Minor	14.45
09130 - Upholsterer	16.24
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	8.48
11060 - Elevator Operator	8.48
11090 - Gardener	11.18
11121 - House Keeping Aid I	7.58
11122 - House Keeping Aid II	8.48
11150 - Janitor	8.48
11210 - Laborer, Grounds Maintenance	9.32
11240 - Maid or Houseman	7.58
11270 - Pest Controller	12.34
11300 - Refuse Collector	8.48
11330 - Tractor Operator	10.84
11360 - Window Cleaner	9.32
12000 - Health Occupations	
12020 - Dental Assistant	12.09
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	13.02
12071 - Licensed Practical Nurse I	10.85
12072 - Licensed Practical Nurse II	12.18
12073 - Licensed Practical Nurse III	13.62
12100 - Medical Assistant	10.13
12130 - Medical Laboratory Technician	12.40
12160 - Medical Record Clerk	9.34
12190 - Medical Record Technician	12.93
12221 - Nursing Assistant I	8.32
12222 - Nursing Assistant II	9.35
12223 - Nursing Assistant III	10.20

12224 - Nursing Assistant IV	11.47	
12250 - Pharmacy Technician	11.63	
12280 - Phlebotomist	11.71	
12311 - Registered Nurse I	17.15	
12312 - Registered Nurse II	20.97	
12313 - Registered Nurse II, Specialist	20.97	
12314 - Registered Nurse III	25.39	
12315 - Registered Nurse III, Anesthetist	25.39	
12316 - Registered Nurse IV	30.43	
13000 - Information and Arts Occupations		
13002 - Audiovisual Librarian	18.03	
13011 - Exhibits Specialist I	15.19	
13012 - Exhibits Specialist II	18.39	
13013 - Exhibits Specialist III	22.05	
13041 - Illustrator I	15.19	
13042 - Illustrator II	18.39	
13043 - Illustrator III	22.05	
13047 - Librarian	19.96	
13050 - Library Technician	11.63	
13071 - Photographer I	14.19	
13072 - Photographer II	14.73	
13073 - Photographer III	17.84	
13074 - Photographer IV	21.28	
13075 - Photographer V	25.76	
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations		
15010 - Assembler	6.59	
15030 - Counter Attendant	6.59	
15040 - Dry Cleaner	8.03	
15070 - Finisher, Flatwork, Machine	6.59	
15090 - Presser, Hand	6.59	
15100 - Presser, Machine, Drycleaning	6.59	
15130 - Presser, Machine, Shirts	6.59	
15160 - Presser, Machine, Wearing Apparel, Laundry	6.59	
15190 - Sewing Machine Operator	8.60	
15220 - Tailor	9.11	
15250 - Washer, Machine	7.09	
19000 - Machine Tool Operation and Repair Occupations		
19010 - Machine-Tool Operator (Toolroom)	17.82	
19040 - Tool and Die Maker	19.55	
21000 - Material Handling and Packing Occupations		
21010 - Fuel Distribution System Operator	10.39	
21020 - Material Coordinator	13.34	
21030 - Material Expediter	13.34	
21040 - Material Handling Laborer	8.72	
21050 - Order Filler	9.06	
21071 - Forklift Operator	10.45	
21080 - Production Line Worker (Food Processing)	10.46	
21100 - Shipping/Receiving Clerk	10.04	
21130 - Shipping Packer	10.04	
21140 - Store Worker I	9.35	
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13.07	
21210 - Tools and Parts Attendant	10.82	
21400 - Warehouse Specialist	10.82	
23000 - Mechanics and Maintenance and Repair Occupations		
23010 - Aircraft Mechanic	18.81	
23040 - Aircraft Mechanic Helper	13.97	
23050 - Aircraft Quality Control Inspector	19.80	
23060 - Aircraft Servicer	15.90	
23070 - Aircraft Worker	16.87	
23100 - Appliance Mechanic	16.24	
23120 - Bicycle Repairer	13.11	
23125 - Cable Splicer	17.58	
23130 - Carpenter, Maintenance	16.24	
23140 - Carpet Layer	15.34	
23160 - Electrician, Maintenance	19.77	



23181 - Electronics Technician, Maintenance I	18.35	
23182 - Electronics Technician, Maintenance II	20.39	
23183 - Electronics Technician, Maintenance III	21.30	
23260 - Fabric Worker	14.46	
23290 - Fire Alarm System Mechanic	17.10	
23310 - Fire Extinguisher Repairer	13.57	
23340 - Fuel Distribution System Mechanic	17.10	
23370 - General Maintenance Worker	15.34	
23400 - Heating, Refrigeration and Air Conditioning Mechanic	17.10	17.10
23430 - Heavy Equipment Mechanic	17.10	
23440 - Heavy Equipment Operator	14.33	
23460 - Instrument Mechanic	17.10	
23470 - Laborer	9.64	
23500 - Locksmith	16.24	
23530 - Machinery Maintenance Mechanic	16.61	
23550 - Machinist, Maintenance	16.69	
23580 - Maintenance Trades Helper	12.70	
23640 - Millwright	17.10	
23700 - Office Appliance Repairer	16.24	
23740 - Painter, Aircraft	17.86	
23760 - Painter, Maintenance	16.24	
23790 - Pipefitter, Maintenance	17.10	
23800 - Plumber, Maintenance	16.24	
23820 - Pneudraulic Systems Mechanic	17.10	
23850 - Rigger	17.10	
23870 - Scale Mechanic	15.34	
23890 - Sheet-Metal Worker, Maintenance	17.10	
23910 - Small Engine Mechanic	15.34	
23930 - Telecommunication Mechanic I	17.10	
23931 - Telecommunication Mechanic II	18.00	
23950 - Telephone Lineman	17.10	
23960 - Welder, Combination, Maintenance	17.10	
23965 - Well Driller	17.10	
23970 - Woodcraft Worker	17.10	
23980 - Woodworker	13.57	
24000 - Personal Needs Occupations		
24570 - Child Care Attendant	8.94	
24580 - Child Care Center Clerk	11.56	
24600 - Chore Aid	8.55	
24630 - Homemaker	13.98	
25000 - Plant and System Operation Occupations		
25010 - Boiler Tender	18.06	
25040 - Sewage Plant Operator	17.86	
25070 - Stationary Engineer	18.81	
25190 - Ventilation Equipment Tender	12.70	
25210 - Water Treatment Plant Operator	16.24	
27000 - Service Occupations		
(not set) - Police Officer	14.75	
27004 - Alarm Monitor	11.45	
27006 - Corrections Officer	13.20	
27010 - Court Security Officer	13.69	
27040 - Detention Officer	13.20	
27070 - Firefighter	13.52	
27101 - Guard I	8.50	
27102 - Guard II	13.17	
28000 - Stevedoring/Longshoremen Occupations		
28010 - Blocker and Bracer	12.85	
28020 - Hatch Tender	12.85	
28030 - Line Handler	12.85	
28040 - Stevedore I	12.16	
28050 - Stevedore II	13.67	
29000 - Technical Occupations		
21150 - Graphic Artist	18.14	
29010 - Air Traffic Control Specialist, Center (2)	29.10	
29011 - Air Traffic Control Specialist, Station (2)	20.07	

29012 - Air Traffic Control Specialist, Terminal (2)	22.09	
29023 - Archeological Technician I	13.54	
29024 - Archeological Technician II	16.17	
29025 - Archeological Technician III	18.39	
29030 - Cartographic Technician	19.10	
29035 - Computer Based Training (CBT) Specialist/ Instructor	22.51	
29040 - Civil Engineering Technician	16.72	
29061 - Drafter I	13.02	
29062 - Drafter II	14.63	
29063 - Drafter III	16.14	
29064 - Drafter IV	18.39	
29081 - Engineering Technician I	13.51	
29082 - Engineering Technician II	15.27	
29083 - Engineering Technician III	17.16	
29084 - Engineering Technician IV	19.84	
29085 - Engineering Technician V	23.62	
29086 - Engineering Technician VI	28.57	
29090 - Environmental Technician	17.75	
29100 - Flight Simulator/Instructor (Pilot)	25.94	
29160 - Instructor	18.88	
29210 - Laboratory Technician	16.91	
29240 - Mathematical Technician	19.54	
29361 - Paralegal/Legal Assistant I	13.88	
29362 - Paralegal/Legal Assistant II	18.34	
29363 - Paralegal/Legal Assistant III	22.43	
29364 - Paralegal/Legal Assistant IV	28.38	
29390 - Photooptics Technician	17.75	
29480 - Technical Writer	23.91	
29491 - Unexploded Ordnance (UXO) Technician I	18.49	
29492 - Unexploded Ordnance (UXO) Technician II	22.37	
29493 - Unexploded Ordnance (UXO) Technician III	26.81	
29494 - Unexploded (UXO) Safety Escort	18.49	
29495 - Unexploded (UXO) Sweep Personnel	18.49	
29620 - Weather Observer, Senior (3)	18.46	
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	16.56	
29622 - Weather Observer, Upper Air (3)	16.56	
31000 - Transportation/ Mobile Equipment Operation Occupations		
31030 - Bus Driver	10.77	
31260 - Parking and Lot Attendant	6.72	
31290 - Shuttle Bus Driver	10.11	
31300 - Taxi Driver	7.80	
31361 - Truckdriver, Light Truck	10.11	
31362 - Truckdriver, Medium Truck	10.77	
31363 - Truckdriver, Heavy Truck	13.07	
31364 - Truckdriver, Tractor-Trailer	13.07	
99000 - Miscellaneous Occupations		
99020 - Animal Caretaker	10.07	
99030 - Cashier	7.30	
99041 - Carnival Equipment Operator	10.84	
99042 - Carnival Equipment Repairer	11.58	
99043 - Carnival Worker	8.48	
99050 - Desk Clerk	8.94	
99095 - Embalmer	17.39	
99300 - Lifeguard	9.72	
99310 - Mortician	17.03	
99350 - Park Attendant (Aide)	12.20	
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	8.39	
99500 - Recreation Specialist	12.39	
99510 - Recycling Worker	10.84	
99610 - Sales Clerk	9.59	
99620 - School Crossing Guard (Crosswalk Attendant)	8.48	
99630 - Sport Official	8.77	
99658 - Survey Party Chief (Chief of Party)	16.86	
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	13.64	
99660 - Surveying Aide	9.96	

99690 - Swimming Pool Operator	14.23
99720 - Vending Machine Attendant	11.80
99730 - Vending Machine Repairer	14.23
99740 - Vending Machine Repairer Helper	11.80

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.36 an hour or \$94.40 a week or \$409.07 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 20 years. Length of service includes the whole span of continuous service with the present contractor or

successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)  
 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary

affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the **Service Contract Act Directory of Occupations**, "Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, **Service Contract Act Directory of Occupations** (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination.

Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

